



## PURCHASE ORDER

**PO Number: 303-1-0787**

*Requisition Number: 303-1-01595*

**Order Date: 5/20/2021**

**Released**

**DUE TO COVID-19 AND TFC'S COMMITMENT TO TIMELY PAYMENT,  
PLEASE SUBMIT INVOICE ELECTRONICALLY TO:**

accountspayable@tfc.state.tx.us

**IF INVOICE IS MAILED, DELAYS MAY OCCUR.**

TEXAS FACILITIES COMMISSION

FISCAL MANAGEMENT / ACCOUNTS PAYABLE

P.O. BOX 13047 Austin, Texas 78711-3047

### Delivery Location

--Select--

**Show numbers on all papers and packages**

### Referenced Source or Vendor

14217712356  
AssetWorks USA, Inc.  
168 Industry Drive  
Pittsburgh, PA 15275  
Kathy Vancko  
Phone: 412-809-0666, Fax:  
Kathy.Vancko@assetworks.com

**Description** Module license renewals for the Federal Surplus Property programs in San Antonio, Fort Worth and FSP Administrative Office (Austin).

Pricing per attached quote.

Previously procured under DIR Contract #: DIR-TSO-3637

TFC Contact:

Megan Sim / 512-364-2345 / megan.sim@tfc.texas.gov

Abianna Daugherty / 512-962-4167 / Abianna.Daugherty@tfc.texas.gov

### CHANGES TO TERMS AND CONDITIONS

1. The PO is for the license by the Agency of Vendor's proprietary software ("Software") and related services ("Services"). Notwithstanding anything in the PO to the contrary, Vendor retains all rights and interest in the intellectual property, including the Software. Specifically, the Software is subject to the following license grant:

License Grant. Subject to the terms and conditions of this Addendum, Vendor grants to Agency a non-exclusive and non-transferable site license to use the Software in connection with Agency's internal business operations and to use the related Vendor provided documentation in connection with the Software. If the Software is self-hosted by Agency on its premises, Agency shall have the right to make a one (1) copy of the Software, in object code form only, solely for

archival purposes.

License Restrictions. Agency agrees (i) not to decompile, disassemble, reverse engineer, or otherwise attempt to derive the Software's source code from the object code; (ii) not to modify, enhance, change the data structures for or create derivative works from the Software; (iii) not to rent, lease, sell, sublicense, or otherwise transfer the Software to third parties; (iv) not to make the Software available in any form to anyone other than Agency's authorized users; (v) to use reasonable care and protection to prevent the unauthorized use, copying, publication, or dissemination of the Software; and (vi) not to permit use of the Software by more than one (1) business entity, unless otherwise approved by Vendor in writing.

2. 6.1(a) of PO is deleted and replaced with " Vendor represents and warrants that as of the time of hire by Vendor, Vendor's employees and contractors have not been convicted of a felony criminal offense and that Vendor has no knowledge of any felony criminal convictions of such employees and contractors occurring after hire."

The first sentence of 6.1(b) of PO is deleted and replaced with "Vendor's employees, contractors and subcontractors that will complete any work on-site at a state-owned property may be subject to a criminal background check." The remainder of 6.1(b) is unchanged.

3. 7.2 of PO is deleted in entirety and replaced with "CONFIDENTIALITY. The parties shall keep confidential all information, in whatever form, to the extent that such information is:

(a) confidential by law;

(b) marked or designated "confidential" (or words to that effect) by the other party. Subject to Sec. 7.3, Agency deems all information produced, prepared, observed or received by Vendor that includes Agency data as "confidential". Vendor deems the Software "confidential";

(c) Information that a party is otherwise required to keep confidential by this Purchase order."

4. 8.1 of PO is deleted and replaced with "Intentionally omitted."

5. A new section 9.7 is added to the PO that provides:

"Except for Vendor's obligations to indemnify Agency for third party claims for infringement, personal injury, death or property damage, neither party shall be liable for any indirect, incidental, consequential, exemplary, special, or punitive damages including, without limitation, any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, even if a party has been advised of the possibility of such damages. Further, except for Vendor's obligations to indemnify Agency for third party claims for infringement, personal injury, death or property damage, Vendor's entire liability under the PO, whether in contract, tort, or otherwise, shall not exceed the amounts paid by Agency to Vendor under the PO. The parties, through their authorized representatives, have executed this Addendum as of the PO."

6. 11.1 and 11.2 of the PO is deleted and replaced with the following:

11.1 Limited Warranty. Vendor warrants the Software will conform to the specifications set forth in the Vendor provided documentation for a period of ninety (90) days after installation. This warranty will not apply if: (i) the Software is used on a system other than with the configuration approved by Vendor; (ii) the Software is not used in accordance with Vendor' instructions or the documentation; (iii) the newest updates provided to Agency by Vendor have not been installed into the Software if Agency hosted; (iv) the Software has been altered, modified, or converted by anyone other than Vendor; or (v) non-conformance is caused by (a) a defect in the operating system, database server, web server, or other hardware or software in Agency's computer system or (b) Agency's negligence or willful misconduct. Agency's exclusive remedy, and Vendor's sole liability, for breach of this warranty shall be for Vendor to use commercially reasonable efforts to correct errors affecting conformance, provided that Agency has given written notice of non-conformance to Vendor. Vendor shall, to the extent reasonably possible and permissible, pass-through or assign to Agency all available warranties it receives from a third party provider for third party products or services provided by Vendor to Agency under this Agreement.

11.2 Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS PO, THE SOFTWARE, SERVICES, DOCUMENTATION, AND THIRD PARTY PRODUCTS AND SERVICES, IF ANY AND AS APPLICABLE, ARE PROVIDED "AS IS", AND VENDOR DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR THAT THE SOFTWARE, MAINTENANCE, HOSTING, SERVICES, DOCUMENTATION, AND THIRD PARTY PRODUCTS OR SERVICES, IF ANY AND AS APPLICABLE, WILL MEET ALL OF AGENCY'S REQUIREMENTS.

7. 12.13 of PO is modified to add a subparagraph (c) notwithstanding the foregoing, the Software shall conform to the Vendor's VPAT, which will be provided to Agency upon request from the Vendor.

8. 12.15 of the PO is intended to be read in harmony with 9.2 of the PO. To the extent that cannot be read harmoniously,

9.2 of the PO governs.

## Line Items

Description	Qty	Unit	Unit Price	Start Date	End Date	Total
Software - InCircuit SASP (Warehouse, Donations, Fed Mod, Web Surplus, Admin)						
<b>NIGP Class:</b> 208 <b>NIGP Item:</b> 11 <b>Object Class:</b> 380 <b>Reimbursement Type:</b> Not Reimbursable	1	each	\$5,933.41	6/15/2021	6/14/2022	\$5,933.41
Software - SMS Restricted Access User License (10 @ \$192.96)						
<b>NIGP Class:</b> 208 <b>NIGP Item:</b> 11 <b>Object Class:</b> 380 <b>Reimbursement Type:</b> Not Reimbursable	1	each	\$1,929.60	6/15/2021	6/14/2022	\$1,929.60
Software - Counter Sales						
<b>NIGP Class:</b> 208 <b>NIGP Item:</b> 11 <b>Object Class:</b> 380 <b>Reimbursement Type:</b> Not Reimbursable	1	each	\$3,762.65	6/15/2021	6/14/2022	\$3,762.65
Software - Web Surplus Module						
<b>NIGP Class:</b> 208 <b>NIGP Item:</b> 11 <b>Object Class:</b> 380 <b>Reimbursement Type:</b> Not Reimbursable	1	each	\$2,991.35	6/15/2021	6/14/2022	\$2,991.35
Software - SMS Full Access User License (6 @ \$434.15)						
<b>NIGP Class:</b> 208 <b>NIGP Item:</b> 11 <b>Object Class:</b> 380 <b>Reimbursement Type:</b> Not Reimbursable <b>Notes:</b> FISCAL: Split entire PO between Org Codes 0316, 0317 and 0319 on 6/14/2021.	6	each	\$434.15	6/15/2021	6/14/2022	\$2,604.90
<b>Grand Total</b>						<b>\$17,221.91</b>

Questions or concerns regarding this transaction or service should be directed to: Texas Facilities Commission Procurement Division, Phone: (512)463-0209 or FAX: (512)236-6164 (The mailing address for the Texas Facilities Commission is at the top of this purchase order.)

<b>Agency</b>	TFC
<b>Fiscal Year</b>	2021
<b>Division</b>	Executive
<b>Program</b>	Surplus Property - Federal/State
<b>Phone</b>	5123642345

**Org Code** 0317 - F S P - San Antonio  
**Type of Purchase/PCC Code** 'D' Purchases of IT commodities/services not available on a DIR Contract  
**Work Order Number** N/A

ALL TERMS AND CONDITIONS SET FORTH IN OUR BID INVITATION BECOME A PART OF THIS ORDER. VENDOR GUARANTEES MERCHANDISE WILL MEET OR EXCEED SPECIFICATIONS IN THE BID INVITATION.

**Invoicing Standards**

To facilitate payments from Texas Facilities Commission please follow the invoicing standards set forth below.

The invoice should include, but is not limited to including:

- (1) the vendor's mailing and e-mail (if applicable ) address;
- (2) the vendor's telephone number;
- (3) the name and telephone number of a person designated by the vendor to answer questions regarding the invoice;
- (4) the state agency requisition number;
- (5) the state agency's name, agency number, and delivery address;
- (6) the commission's purchase order number, if applicable;
- (7) the contract number or other reference number if applicable;
- (8) a valid Texas Identification Number (TIN) issued by the Comptroller of Public Accounts;
- (9) a description of the goods or services, in sufficient detail to identify the order which relates to the invoice;
- (10) unit numbers corresponding to the original order; and
- (11) other relevant information supporting and explaining the payment requested or identifying a successor organization to an original vendor, if necessary.

**FOB DESTINATION CASH DISCOUNT: 0% 0 DAYS.**

**TEXAS FACILITIES COMMISSION INTERNAL PURCHASING**

PURCHASER: \_\_\_\_\_

Sastry, Archana - CTCM, CTPM, 5124632743

**(IN ACCORDANCE WITH YOUR BID, SUPPLIES MUST BE PLACED IN THE AGENCY RECEIVING ROOM IN DAYS FROM RECEIPT OF ORDER.)**

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Tex. Tax Code § 151.309 (1993), for purchase of tangible property described in this purchase order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

[\(Show Terms And Conditions...\)](#)